

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919**

**(Sheet 1 of 16 Sheets)**

**Plan:** Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. *[to be inserted]*

**Full Name and Address of the owner of the land:** Birling Estate Pty Ltd ACN 657 548 073  
975 The Northern Road, Bringelly 2556

**PART 1 (Creation)**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities</b>
1	Easement for Support & Maintenance 0.9 Wide (A)	1101 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137	1143 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1121 1122 1123 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138

**Plan:**

Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. [to be inserted]

		1138	1139
		1143	1142
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		1182	1183
		1183	1201
		1184	1201
		1185	1184
		1186	1185
		1187	1186
		1188	1187
		1189	1188
		1190	1191
		1191	1192

**Plan:**

Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. [to be inserted]

		1192 1193 1194 1196 1197 1198 1199	1193 1194 1195 1197 1198 1199 1200
2	Easement for Support & Maintenance 1.5 Wide (B)	1155 1195	1154 1196
3	Easement for Drainage of Water 1.5 Wide (C)	1101 1142 1143 1155 1162 1167 1168 1169 1170 1171 1172 1173 1184 1185 1186 1187 1188 1189 1195	1141-1143 1141 1141-1142 1202 1167-1174 1168-1174 1169-1174 1170-1174 1171-1174 1172-1174 1173-1174 1174 1201 1184, 1201 1184, 1185, 1201 1184-1186, 1201 1184-1187, 1201 1184-1188, 1201 102/1298342
4	Easement for Support & Maintenance 1.5 wide (D)	1167 1168 1169 1170 1171 1172 1173 1184 1185 1186	1162, 1164 1161-1162 1160-1161 1159-1160 1158-1159 1157-1158 1156 1182-1183 1181-1182 1181
5	Easement for Padmount Substation 2.75 wide (G)	1123, 1203	Epsilon Distribution Ministerial Holding Corporation
6	Restriction on the Use of Land (H)	1203, 1223, 1224	Epsilon Distribution Ministerial Holding Corporation
7	Restriction on the Use of Land (J)	1203, 1223, 1224	Epsilon Distribution Ministerial Holding Corporation

**Plan:**

Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. [to be inserted]

8	Easement for Support & Maintenance 0.9 Wide (M)	1150-1154 1155 1156 1157 1158 1159 1160 1161 1162 1164 1167 1174 1181 1182 1183 1199, 1200	1202 1174, 1202 1173 1172 1171-1172 1170-1171 1169-1170 1168-1169 1167-1168 1167 1164 1155 1185, 1186 1184, 1185 1184 102/1298342
9	Easement for Support & Maintenance 1.5 wide (M1)	102/1298342	1199, 1200
10	Easement for Support & Maintenance 1.5 wide (M2)	102/1298342	1200
11	Restriction(s) on the use of Land (Salinity Plan)	Each lot	Camden Council
12	Restriction(s) on the use of Land (Traffic Acoustics)	1101-1123, 1143, 1163-1166, 1175, 1189- 1190	Camden Council
13	Restriction on use of Land (Ramps and Road Related Infrastructure)	Each lot	Camden Council
14	Restriction(s) on use of Land (Building Covenants)	Each lot	Every other lot 1101 – 1203 inclusive  104/1298342
15	Restriction(s) on use of Land (Birling Design & Landscape Guidelines)	Each lot	Every other lot 1101 – 1203 inclusive  104/1298342
16	Restriction on use of Land (Classification)	Each lot	Every other lot 1101- 1203 inclusive  104/1298342
17	Restriction on use of Land (Height of Dwellings)	1101, 1120 – 1123 inclusive, 1141, 1144, 1163 – 1166 inclusive, 1173 – 1175 inclusive, 1184 – 1199 inclusive	Every other lot 1101- 1203 inclusive  104/1298342

**Plan:** Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. [to be inserted]

18	Restriction on use of Land (Front Fencing & Landscape Standard)	1120 – 1123 inclusive, 1163 – 1166 inclusive, 1184 – 1199 inclusive	Every other lot 1101-1203 inclusive  104/1298342
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**PART 2 (Terms)**

**1 Dictionary**

**1.1 Defined Terms**

The following terms have the following meanings where used in this Instrument:

- (a) **Act** means the *Conveyancing Act 1919*.
- (b) **Agent** means a person authorised by the Owner.
- (c) **Birlinging Design & Landscape Guidelines** means the design guidelines (as may be varied from time to time) specified by the Design Review Panel which regulate all building and ancillary landscaping work as applicable to the Development.
- (d) **Council** means Camden Council.
- (e) **Design Review Panel** means design review panel constituted from time to time by Birling Estate Developments Pty Ltd ACN 668 807 663.
- (f) **Development** means the whole of the multi-staged development known as "Birling" comprised of the land known as lots 120 and 121 in deposited plan 1284706 and lot 4 in deposited plan 1218798 (prior to subdivision for the purpose of the development of Birling) or any future lots created from the subdivision of these parcels.
- (g) **Instrument** means this s88B instrument.
- (h) **Lot Classification Report** means the report titled [**yet to be identified**] prepared by [**yet to be identified**] and dated [**not yet known**].
- (i) **Owner** means a person who is entitled to an estate or interest in possession in a lot from time to time.

**2 Terms of easement for Support & Maintenance 0.9 wide (A) numbered 1 in the abovementioned plan**

2.1 The Owner of the lot burdened grants:

- (a) to the Owner of the lot benefited full and free right and liberty to have a building or any part of a building or any structure erected on the lot benefited, supported, upheld and maintained by the soil and structure erected in that portion of the lot burdened denoted (A) in the abovementioned plan; and
- (b) to the Owner of the lot benefited, and every Agent of the Owner of the lot benefited, full and free right and liberty to enter upon the lot burdened with any tools, implements or machinery necessary and remain there for any reasonable time for the purpose of repairing and maintaining any part of the soil and structure erected on that portion of the lot burdened denoted (A) in the abovementioned plan.

2.2 The Owner of the lot burdened must not allow any part of a building or any structure or item to be constructed or to remain on that portion of the lot burdened denoted (A) in the abovementioned plan that would prevent or constrain access by the Owner of the lot benefited to that portion of the lot burdened denoted (A) in the abovementioned plan.

2.3 The Owner of the lot benefited may:

- (a) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (A) in the abovementioned plan, for the purpose of carrying out necessary work (including but not limited to construction, maintenance and repair) on:

**Plan:** Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. [to be inserted]

- (i) the lot benefited; and
- (ii) any structure constructed or to be constructed by the Owner of the lot benefited, which cannot otherwise reasonably be carried out;
- (b) do anything reasonably necessary for the purpose set out in clause 2.3(a) including:
  - (i) entering into the lot burdened;
  - (ii) taking anything onto the lot burdened; and
  - (iii) carrying out the necessary works.

2.4 In exercising the powers in this easement, the Owner of the lot benefited must:

- (a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

**Name of person or authority empowered to release, vary or modify the easement for Support & Maintenance 0.9 wide (A) numbered 1 in the abovementioned plan**

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**3 Terms of easement for Support & Maintenance 1.5 wide (B) numbered 2 in the abovementioned plan**

3.1 The Owner of the lot burdened grants:

- (a) to the Owner of the lot benefited full and free right and liberty to have a building or any part of a building or any structure erected on the lot benefited, supported, upheld and maintained by the soil and structure erected in that portion of the lot burdened denoted (B) in the abovementioned plan; and
- (b) to the Owner of the lot benefited, and every Agent of the Owner of the lot benefited, full and free right and liberty to enter upon the lot burdened with any tools, implements or machinery necessary and remain there for any reasonable time for the purpose of repairing and maintaining any part of the soil and structure erected on that portion of the lot burdened denoted (B) in the abovementioned plan.

3.2 The Owner of the lot burdened must not allow any part of a building or any structure or item to be constructed or to remain on that portion of the lot burdened denoted (B) in the abovementioned plan that would prevent or constrain access by the Owner of the lot benefited to that portion of the lot burdened denoted (B) in the abovementioned plan.

3.3 The Owner of the lot benefited may:

- (a) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (B) in the abovementioned plan, for the purpose of carrying out necessary work (including but not limited to construction, maintenance and repair) on:
  - (i) the lot benefited; and
  - (ii) any structure constructed or to be constructed by the Owner of the lot benefited, which cannot otherwise reasonably be carried out.
- (b) do anything reasonably necessary for the purpose set out in clause 3.3(a) including:
  - (i) entering into the lot burdened;

**Plan:** Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. [to be inserted]

- (ii) taking anything onto the lot burdened; and
- (iii) carrying out the necessary works.

3.4 In exercising the powers in this easement, the Owner of the lot benefited must:

- (a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

**Name of person or authority empowered to release, vary or modify the easement Support & Maintenance 1.5 wide (B) numbered 2 in the abovementioned plan**

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**4 Terms of easement for Drainage of Water (C) numbered 3 in the abovementioned plan**

4.1 An easement for drainage of water on the terms set out in Schedule 8 of the *Conveyancing Act, 1919*, as amended, is created.

**Name of person or authority empowered to release, vary or modify the easement for Drainage of Water (C) numbered 3 in the abovementioned plan**

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**5 Terms of easement for Support & Maintenance 1.5 wide (D) numbered 4 in the abovementioned plan**

5.1 The Owner of the lot burdened grants to the Owner of the lot benefited:

- (a) full and free right and liberty to have the retaining wall, any part of the retaining wall or any structure appurtenant to the retaining wall constructed on the lot benefited, supported, upheld and maintained by the soil and any structure erected in that portion of the lot burdened denoted (D) in the abovementioned plan; and
- (b) full and free right for the Owner of the lot benefited and every Agent of the Owner of the Lot benefited, to:
  - (i) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (D) in the abovementioned plan, for the purpose of carrying out necessary work (including but not limited to construction, maintenance and repair) on the retaining wall located on the lot benefited which cannot otherwise reasonably be carried out;
  - (ii) do anything reasonably necessary for the purpose set out in clause including:
    - (A) entering into the lot burdened;
    - (B) taking anything onto the lot burdened; and
    - (C) carrying out the necessary works.

5.2 In exercising the powers in this easement, the Owner of the lot benefited must:

**Plan:** Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. [to be inserted]

- (a) ensure all work carried out from the lot burdened is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

5.3 The Owner of the lot burdened is not permitted to alter the surface level, carry out any excavation or restrict access within that part of the lot burdened in the abovementioned plan.

**Name of person or authority empowered to release, vary or modify the easement for Support & Maintenance 1.5 wide (D) numbered 4 in the abovementioned plan**

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**6 Terms of easement for Padmount Station 2.75 wide (G) numbered 5 in the abovementioned plan**

6.1 The terms set out in Section 1 of Memorandum No. AR578978 registered at NSW Land Registry Services are incorporated into this Instrument.

**Name of person or authority empowered to release, vary or modify the easement for Padmount Station 2.75 wide (G) numbered 5 in the abovementioned plan**

Epsilon Distribution Ministerial Holding Corporation

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**7 Terms of restriction on Use of Land (H) numbered 6 in the abovementioned plan**

7.1 The terms set out in Section 8 Memorandum No. AR578978 registered at NSW Land Registry Services are incorporated into this Instrument.

**Name of person or authority empowered to release, vary or modify the restriction on Use of Land (H) numbered 6 in the abovementioned plan**

Epsilon Distribution Ministerial Holding Corporation

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**8 Terms of restriction on Use of Land (J) numbered 7 in the abovementioned plan**

8.1 The terms set out in Section 9 of Memorandum No. AR578978 registered at NSW Land Registry Services are incorporated into this Instrument.

**Name of person or authority empowered to release, vary or modify the restriction on Use of Land (J) numbered 7 in the abovementioned plan**

Epsilon Distribution Ministerial Holding Corporation

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.



**Plan:** Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. [to be inserted]

**9 Terms of easement for Support & Maintenance 0.9 wide (M) numbered 8 in the abovementioned plan**

- 9.1 The Owner of the lot burdened grants to the Owner of the lot benefited:
- (a) full and free right and liberty to have the retaining wall, any part of the retaining wall or any structure appurtenant to the retaining wall constructed on the lot benefited, supported, upheld and maintained by the soil or any structure erected in that portion of the lot burdened denoted (M) in the abovementioned plan; and
  - (b) full and free right for the Owner of the lot benefited and every Agent of the Owner of the Lot benefited, to:
    - (i) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (M) in the abovementioned plan, for the purpose of carrying out necessary work (including but not limited to construction, maintenance and repair) on the retaining wall located on the lot benefited which cannot otherwise reasonably be carried out;
    - (ii) do anything reasonably necessary for the purpose set out in clause including:
      - (A) entering into the lot burdened;
      - (B) taking anything onto the lot burdened; and
      - (C) carrying out the necessary works.
- 9.2 In exercising the powers in this easement, the Owner of the lot benefited must:
- (a) ensure all work carried out from the lot burdened is done properly and carried out as quickly as is practicable;
  - (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
- 9.3 The Owner of the lot burdened is not permitted to alter the surface level, carry out any excavation or restrict access within that part of the lot burdened in the abovementioned plan.

**Name of person or authority empowered to release, vary or modify the easement for Support & Maintenance 0.9 wide (M) numbered 8 in the abovementioned plan**

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**10 Terms of easement for Support & Maintenance 1.5 wide (M1) numbered 9 in the abovementioned plan**

- 10.1 The Owner of the lot burdened grants to the Owner of the lot benefited:
- (a) full and free right and liberty to have the retaining wall, any part of the retaining wall or any structure appurtenant to the retaining wall constructed on the lot benefited, supported, upheld and maintained by the soil or any structure erected in that portion of the lot burdened denoted (M1) in the abovementioned plan; and
  - (b) full and free right for the Owner of the lot benefited and every Agent of the Owner of the Lot benefited, to:
    - (i) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (M1) in the abovementioned plan, for the purpose of carrying out necessary work (including but not limited to construction, maintenance and repair) on the retaining wall located on the lot benefited which cannot otherwise reasonably be carried out;

**Plan:** Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. [to be inserted]

- (ii) do anything reasonably necessary for the purpose set out in clause including:
  - (A) entering into the lot burdened;
  - (B) taking anything onto the lot burdened; and
  - (C) carrying out the necessary works.

10.2 In exercising the powers in this easement, the Owner of the lot benefited must:

- (a) ensure all work carried out from the lot burdened is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

10.3 The Owner of the lot burdened is not permitted to alter the surface level, carry out any excavation or restrict access within that part of the lot burdened in the abovementioned plan.

**Name of person or authority empowered to release, vary or modify the easement for Support & Maintenance 1.5 wide (M1) numbered 9 in the abovementioned plan**

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**11 Terms of easement for Support & Maintenance 1.5 wide (M2) numbered 10 in the abovementioned plan**

11.1 The Owner of the lot burdened grants to the Owner of the lot benefited:

- (a) full and free right and liberty to have the retaining wall, any part of the retaining wall or any structure appurtenant to the retaining wall constructed on the lot benefited, supported, upheld and maintained by the soil or any structure erected in that portion of the lot burdened denoted (M2) in the abovementioned plan; and
- (b) full and free right for the Owner of the lot benefited and every Agent of the Owner of the Lot benefited, to:
  - (i) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (M2) in the abovementioned plan, for the purpose of carrying out necessary work (including but not limited to construction, maintenance and repair) on the retaining wall located on the lot benefited which cannot otherwise reasonably be carried out;
  - (ii) do anything reasonably necessary for the purpose set out in clause including:
    - (A) entering into the lot burdened;
    - (B) taking anything onto the lot burdened; and
    - (C) carrying out the necessary works.

11.2 In exercising the powers in this easement, the Owner of the lot benefited must:

- (a) ensure all work carried out from the lot burdened is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

**Plan:** Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. *[to be inserted]*

- 11.3 The Owner of the lot burdened is not permitted to alter the surface level, carry out any excavation or restrict access within that part of the lot burdened in the abovementioned plan.

**Name of person or authority empowered to release, vary or modify the easement for Support & Maintenance 1.5 wide (M2) numbered 10 in the abovementioned plan**

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**12 Terms of restriction on Use of Land (Salinity Plan) numbered 11 in the abovementioned plan**

- 12.1 In this restriction "Salinity Plan" means the Salinity Investigation and Management Plan 204684.01 dated June 2022, prepared by Douglas Partners.

- 12.2 No construction work including earthworks, imported fill, landscaping, buildings, and associated infrastructure is permitted on the lot burdened unless carried out, or constructed in accordance with the Salinity Plan.

- 12.3 No building shall be constructed on the lot burdened unless the footings/foundations have been designed by a qualified Civil/Structural Engineer.

**Name of person or authority empowered to release, vary or modify the restriction on Use of Land (Salinity Plan) numbered 11 in the abovementioned plan**

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**13 Terms of restriction on Use of Land (Traffic Acoustic) numbered 12 in the abovementioned plan**

- 13.1 In this restriction, "Traffic Assessment Acoustic Report" means the approved acoustic report "Birling Desktop Traffic Noise Assessment for Stage 1 & 2 – TM564-01F02" dated 30 August 2023 prepared by Renzo Tonin & Associates Acoustics.

- 13.2 No dwelling shall be constructed on the lot burdened unless constructed in accordance with Traffic Assessment Acoustic Report.

**Name of person or authority empowered to release, vary or modify the restriction on Use of Land (Traffic Acoustic) numbered 12 in the abovementioned plan**

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**14 Terms of restriction on Use of Land (Ramps and Road Related Infrastructure) numbered 13 in the abovementioned plan**

No driveway is permitted to be constructed on a lot within 1m of pram ramps or in locations where it would conflict with other road related infrastructure.

**Name of person or authority empowered to release, vary or modify the restriction on Use of Land (Ramps and Road Related Infrastructure) numbered 13 in the abovementioned plan**

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**Plan:** Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. [to be inserted]

**15 Terms of restriction on Use of Land (Building Covenants) numbered 14 in the abovementioned plan**

- 15.1 In this restriction on use of land, **Birling** means Birling Estate Pty Ltd ACN 657 548 073 and each of its successors and assigns excluding purchasers on sale.
- 15.2 No subdivision of a lot burdened shall be carried resulting in a lot burdened becoming more than one lot.
- 15.3 No fencing shall be constructed or erected on the lot burdened to divide it from any adjoining land owned by Birling unless Birling grants its consent to the construction or erection of the fencing and the fencing is constructed or erected without expense to Birling or its successors or assigns (other than purchasers of lots).
- 15.4 No structure of a temporary or relocatable character or nature which is intended for habitation, including, but without limitation, any tent, shed, shack, garage, trailer, camper or caravan, shall be used at any time as a dwelling or residence on the lot burdened.
- 15.5 No commercial activity, including without limitation, the operation of a display home, shall be conducted or carried out on any lot burdened without the approval of Birling.
- 15.6 No wall of any dwelling constructed on the lot burdened is to be located within 900mm of the side boundary of the lot burdened unless there is a registered easement for support and maintenance addressing the support, access and maintenance obligations benefiting the adjoining lot.
- 15.7 No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- 15.8 No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
- 15.9 No animal breeding shall be conducted or carried out on any lot burdened.
- 15.10 No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
- 15.11 No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Birling having been given to the Owner of the lot burdened. The required approval may be given or withheld at the absolute discretion of Birling but nothing in this restriction shall prevent the Owner of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale if: -
  - (a) a dwelling is constructed on the lot burdened;
  - (b) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
  - (c) any such sign is painted and/or decorated in its entirety by a professional signwriter.
- 15.12 No motor truck, lorry, semi-trailer or commercial vehicle with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to be parked on any lot burdened, adjoining lot and/or public street unless the same is used in connection with the construction of a dwelling on the relevant lot burdened.
- 15.13 No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.
- 15.14 No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place but nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
- 15.15 No air conditioning plant and/or equipment shall be installed or permitted to remain on any building constructed on the lot burdened unless the same is either:

**Plan:** Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. [to be inserted]

- (a) not visible from any public road and/or place; or
  - (b) is screened from any public road and/or place in a manner approved by Birling.
- 15.16 No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
- 15.17 No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 15.18 No child minding centre, day care centre, preschool, long day care centre, kindergarten, occasional childminding centre or such other like childminding facility or activity shall be constructed or permitted to remain or conducted or carried out on the lot burdened without the prior written consent of Birling having been given to the Owner of the lot burdened. The required approval may be given or withheld at the absolute discretion of Birling.
- 15.19 No visually obtrusive or unsightly items such as hot water storage tanks, rain water tanks, utility metres, roof and window mounted air-conditioning units, condensers, solar roof collectors, air-conditioning service lines, clotheslines, aerials, gardens sheds etc are to be directly visible from the street/public places and should have a minimal visual impact on an adjacent dwelling including their private open space.
- 15.20 No external (attached to the outer side of the façade or windows of a dwelling) shutters, blinds, canopies, awnings, security devices or any external improvement visible from the ground level outside the lot burdened other than fly screens is to be constructed, installed or maintained on or in a lot burdened.
- 15.21 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view outside the lot burdened and do not omit odours.
- 15.22 No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
  - (b) in an area designated as being an area where a vehicle may be parked.
- 15.23 No boats, trailers, caravans, campers or like vehicles or unregistered vehicles shall be parked or remain parked on or in a lot burdened if the boat, trailer, caravan, camper, like vehicle or unregistered vehicle is visible from the ground level outside the lot burdened.
- 15.24 No overgrown vegetation, weeds, grass or greenery shall be permitted to remain on a lot burdened.
- 15.25 No dwelling on a lot burdened shall be permitted to fall into disrepair.

**Name of person or authority empowered to release, vary or modify the restriction on Use of Land (Building Covenants) numbered 14 in the abovementioned plan**

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land.

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**16 Terms of restriction on the Use of Land (Birling Design & Landscape Guidelines) numbered 15 in the abovementioned plan**

- 16.1 No building, driveway or pathway shall be constructed on the lot burdened, and the Owner of the lot burdened must not make or consent to the making of an application to the Council or a private certifying authority for a development consent or complying development certificate to approve or certify a building, driveway or pathway to be constructed on the lot burdened, unless the building, driveway, pathway and ancillary landscaping and fencing complies with:
- (a) the Birling Design & Landscape Guidelines; and

**Plan:** Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. [to be inserted]

(b) any other conditions required by any relevant consent authority.

16.2 The Owner of the lot burdened must not do any of the following unless and until the Owner of the lot burdened obtains the prior written approval of the Design Review Panel:

(a) erect any building or structure;

(b) carry out any siteworks (including fencing, excavation, filling or retaining walls);

(c) erect a fence or wall;

(d) construct a driveway;

(e) erect any external sign, hoarding, tank, clothes line, letter box, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any building; or

(f) erect or place any external floodlights or spotlights to any lights illuminating any pool or other similar enclosure.

16.3 These restrictions shall expire and have no further force or effect on the date being two years after the date an occupancy certificate is issued to the Owner of a dwelling approved by the Design Review Panel on the last remaining lot in the Development such that there are no further vacant lots in the Development Site (excluding any lots upon which no dwelling is permitted to be constructed).

**Name of person or authority empowered to release, vary or modify the restriction on the Use of Land (Birling Design & Landscape Guidelines) numbered 15 in the abovementioned plan**

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land.

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects

**17 Terms of restriction on Use of Land (Classification) numbered 16 in the abovementioned plan**

No building shall be constructed on the lot burdened, no landscaping shall be carried out on the lot burdened and no works shall be carried out on the lot burdened other than in accordance with the provisions of the Lot Classification Report relevant to the lot burdened.

**Name of person or authority empowered to release, vary or modify the restriction on Use of Land (Classification) numbered 16 in the abovementioned plan**

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land.

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**18 Terms of restriction on Use of Land (Building Height) numbered 17 in the abovementioned plan**

No dwelling shall be constructed or permitted to be constructed or remain on the lots burdened other than double storey dwellings.

**Name of person or authority empowered to release, vary or modify the restriction on Use of Land (Building Height) numbered 17 in the abovementioned plan**

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in

**Plan:** Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. *[to be inserted]*

the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land.

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

**19 Terms of restriction on the Use of Land (Front Fencing) numbered 18 in the abovementioned plan**

19.1 No dwelling shall be constructed or permitted to be constructed or remain on a lot burdened unless a front fence (facing the street) is also constructed or established on the lot burdened and that the front fence:

- (a) complies with the Birling Design & Landscape Guidelines;
- (b) is consistent with the design, specifications and standards in the concept plans prepared by Taylor Brammer dated 29 November 2024; and
- (c) complies with any other conditions required by any relevant consent authority.

19.2 These restrictions shall expire and have no further force or effect on the date being two years after the date an occupancy certificate is issued to the Owner of a dwelling approved by the Design Review Panel on the last remaining lot in the Development such that there are no further vacant lots in the Development Site (excluding any lots upon which no dwelling is permitted to be constructed).

**Name of person or authority empowered to release, vary or modify the restriction on the Use of Land (Front Fencing) numbered 18 in the abovementioned plan**

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land.

**Plan:** Plan of subdivision of Lot 101 in DP1298342, covered by Council Subdivision Certificate No. [to be inserted]

**Execution by Registered Proprietor**

**Executed by Birling Estate Pty Ltd ACN 657 548**  
**073** in accordance with section 127 of the Corporations Act 2001

.....  
Signature of director

.....  
Signature of director/secretary

.....  
Name of director – BLOCK LETTERS

.....  
Name of director/secretary – BLOCK LETTERS

\* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

**Execution by the Prescribed Authority**

This document was signed in counterpart and was witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000.

I certify that I am an eligible witness and that the delegate signed in my presence

**Executed by Prescribed Authority** by its Authorised delegate pursuant to s.377 Local Government Act 1993

.....  
Signature of Witness\*  
Electronic signature of me, \_\_\_\_\_,  
affixed by me, or at my direction, on ..... at  
.....

.....  
Signature of Authorised Delegate  
Electronic signature of me, \_\_\_\_\_,  
affixed by me, or at my direction, on ..... at  
.....

.....  
Name of Witness

.....  
Name of Authorised Delegate

.....  
Address of Witness

.....  
Position of Authorised Delegate

\* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*